**ShopKPI — Self-Serve Terms of Service**

**Last updated:** June 27 2025

Please read these Terms carefully. By accessing or using the ShopKPI platform, you acknowledge that you have read, understood, and agree to be bound by them. If you do not agree, do not use the platform.

**1. Scope**

These Terms apply to the **ShopKPI Self-Serve Platform**—the web and mobile services you purchase or access directly from shopkpi.com. (If you later upgrade to an enterprise plan, separate terms will apply.)

**2. Eligibility & Role**

By using ShopKPI you confirm that

* you are at least 18 years old and able to enter a binding contract;
* you will use the platform only for business purposes;
* if acting on behalf of an organization, you have authority to bind that organization; and
* you are responsible for all activity carried out under your account by employees, contractors, or other authorised users.

**3. Key Definitions**

| **Term** | **Meaning** |
| --- | --- |
| **“Platform”** | The ShopKPI website, mobile apps, dashboards, API, and any related services. |
| **“Report Data”** | KPI values, text, files, or other information you or your authorised users upload or generate. |
| **“Content”** | Collectively, Report Data plus any materials appearing on the Platform. |
| **“Third-Party Service”** | Any product or service not provided by ShopKPI that you connect to or use with the Platform (e.g., Stripe, Google Sheets). |
| **“Admin” / “User”** | Roles assigned in your ShopKPI account. Admins manage billing, users, and settings; Users submit or view KPI data. |

**4. Access & Changes**

* We grant you a limited, non-exclusive, revocable right to use the Platform according to the plan you purchase.
* We may add, modify, or remove features at any time. If a material change reduces core functionality, we will notify you in advance when practicable.
* Availability of certain features depends on compatible Third-Party Services; if those services change or restrict access, affected features may stop working.

**5. Acceptable Use**

You and anyone using your account must:

* submit only lawful, non-infringing Content;
* keep login credentials secure;
* refrain from scraping, reverse-engineering, or disrupting the Platform;
* comply with all applicable laws and regulations.

We may suspend or terminate accounts violating these rules.

**6. Your Content**

* **Ownership** – You retain all rights to your Report Data.
* **Licence to ShopKPI** – You grant ShopKPI a worldwide, royalty-free licence to host, process, display, and back-up Report Data solely to provide and improve the Platform.
* **Responsibility** – You are responsible for the accuracy and legality of Report Data.

**7. Third-Party Services**

Connecting a Third-Party Service is optional and at your own risk. Any data shared with, or actions performed by, that service are governed by its own terms. ShopKPI is not liable for Third-Party Services.

**8. Payment, Trials, Renewals**

* **Fees** – You must pay all fees associated with your selected plan. Prices exclude applicable taxes.
* **Free Trial** – If offered, trials end automatically on the stated date; the payment method on file will then be charged unless you cancel beforehand.
* **Auto-Renewal** – Plans renew automatically (monthly or annually) until cancelled.
* **No Refunds** – Cancelled or downgraded plans remain active until the end of the current billing cycle; fees are non-refundable.

**9. Cancellation & Termination**

You may cancel anytime from your account settings. We may suspend or terminate your access immediately if you breach these Terms or misuse the Platform. If we terminate without cause, we will refund unused pre-paid fees.

**10. Confidentiality**

If we share non-public information about ShopKPI, you must protect it and not disclose it to third parties.

**11. Intellectual Property**

ShopKPI and its licensors own all rights, title, and interest in the Platform, including trademarks and software. Except for the limited licence above, these Terms grant no intellectual-property rights.

**12. Disclaimers & Limitation of Liability**

* The Platform is provided **“as is”** without warranties of any kind.
* To the maximum extent allowed by law, ShopKPI will not be liable for indirect or consequential damages, loss of profits, or loss of data.
* Our total liability for any claim arising under these Terms will not exceed the greater of (a) the fees you paid to ShopKPI in the three months before the event giving rise to the claim, or (b) US $100.

Some jurisdictions do not allow certain liability limitations; in that case, our liability is limited to the smallest amount permitted by law.

**13. Indemnification**

You will indemnify and hold ShopKPI harmless from any claim arising out of your Report Data, your violation of these Terms, or your use of Third-Party Services.

**14. Governing Law & Dispute Resolution**

These Terms are governed by the laws of the State of Illinois, USA, without regard to conflicts of law. Any dispute will be resolved by binding arbitration in Chicago, unless the parties agree to another venue.

**15. Changes to These Terms**

We may update these Terms from time to time. We will post the new version on shopkpi.com and update the “Last updated” date. Continued use of the Platform after the effective date constitutes acceptance of the revised Terms.

**16. Miscellaneous**

* **Assignment** – You may not transfer these Terms without our prior written consent.
* **Severability** – If any provision is unenforceable, the remainder stays in effect.
* **Force Majeure** – Neither party is liable for events beyond reasonable control.
* **Entire Agreement** – These Terms and any linked policies form the entire agreement between you and ShopKPI regarding the Platform.

**Questions?** Email [hello@wheatonshirt.com](mailto:hello@wheatonshirt.com)

**17. Export Compliance**

You agree not to use or access the Platform (a) from any country subject to U.S. or Canadian embargoes or sanctions, or (b) for the benefit of any individual or entity listed on U.S., Canadian, or other applicable government-issued denied-party lists. You will not permit your users to export, re-export, or transfer any part of the Platform in violation of export-control or sanctions laws.

**18. Beta or Early-Access Features**

Occasionally we may invite you to test pre-release features (“Beta Features”). Beta Features are optional, provided **as-is**, may be discontinued at any time, and are governed by these Terms plus any supplemental Beta notice we provide. Beta Features may be less stable or documented than production services; you use them at your own risk.

**19. AI-Powered Functionality**

If the Platform offers artificial-intelligence (“AI”) features (e.g., auto-generated insights or forecasts):

* **Data Use** – Report Data you submit to an AI feature may be processed by third-party AI providers solely to deliver that feature and improve our models; it will not be used to train public models or disclosed to other customers.
* **Verification** – AI output may be inaccurate. You are responsible for verifying results before relying on them.
* **Restricted Content** – Do not input sensitive personal data or content you lack rights to process with AI services.

**20. Notices**

**To you.** We may deliver notices by:

* in-app banner,
* email to the address in your account, or
* posting on shopkpi.com.

**To ShopKPI.** Legal notices must be emailed to [hello@wheatonshirt.com](mailto:hello@wheatonshirt.com) and mailed to:

ShopKPI, LLC  
Attn: Legal Department  
850 Meadowview Crossing, #15  
West Chicago, IL 60185 USA

Notices are deemed received the next business day (email) or five business days (postal).

**21. Remedies & Waivers**

Our failure to enforce any provision is not a waiver of future enforcement. All remedies under these Terms are cumulative and in addition to any other remedies available at law or equity.

**22. No Class Actions / Jury Trial Waiver**

All disputes must be brought in each party’s individual capacity, not as a class action or other representative proceeding. **You and ShopKPI each waive the right to a jury trial.**

**23. Survival**

Sections relating to intellectual-property ownership, confidentiality, indemnification, disclaimers, limitations of liability, governing law, dispute resolution, and any licences granted by you will survive termination of these Terms.

**24. Contact**

For questions about these Terms or the Platform, email [hello@wheatonshirt.com](mailto:hello@wheatonshirt.com).

**End of ShopKPI Self-Serve Terms of Service**